an unlawful rate. *Held,* proof of these facts alone did not establish negligence on the part of the defendant towards the employee. *Norfolk & W. Ry. Co.* v. *Gesswine* (1906), — C. C. A. (6th Circ.) —, 144 Fed. Rep. 56.

It is universally held that the usual statutes requiring signals at crossings, and speed ordinances of municipalities are for the benefit of the public only. *Ry. Co.* v. *Workman,* 66 Ohio St. 509; *O'Donnell* v. *Ry. Co.,* 6 R. I. 211; *Williams* v. *Ry.* 135 Ill. 491; *Tooney* v. *Ry. Co.,* 86 Cal. 374. So here there was no breach of duty towards the employee shown.

MUNICIPAL CORPORATIONS—ESTOPPEL BY RECITALS IN BONDS.—Plaintiff bank brought an action to enforce as a "general liability" of defendant city the payment of certain municipal bonds which were designated therein as "street improvement bonds" and reciting, in effect, that they were issued under charter provisions authorizing the city to assume their payment as a "general liability" of the municipality. *Held,* that the city was not estopped by the recital in the bonds to set up as a defense that it had no authority to make the indebtedness a general charge. *White River Sav. Bank of White River Junction, Vt.,* v. *City of Superior* (1906), — C. C. A. (7th circ.) —, 148 Fed. Rep. 1.

The conclusion of the court is based upon the ground that the purchaser of municipal bonds is bound to know the extent of the legal powers of the municipality, and that a city cannot by recitals in its bonds that it has certain authority estop itself from setting up the fact that it had no such authority conferred upon it by law. It seems to be well settled that absolute want of power to issue the bonds is a complete defense to an action by anyone to recover thereon. *Swan* v. *Arkansas City,* 61 Fed. Rep. 478. The fact that the bonds contain a recital to the effect that the municipality has such power is of no effect whatever, and cannot operate to estop the defense of lack of authority. *Town of South Ottawa* v. *Perkins,* 94 U. S. 260; *McClure* v. *Oxford Tp.,* 94 U. S. 429; *Citizens Sav. & Loan Assn.* v. *Perry County,* 156 U. S. 692; *Northern Bank of Toledo* v. *Porter Tp. Trustees,* 110 U. S. 608; *Hedges* v. *Dixon County,* 150 U. S. 182; *National Life Ins. Co.* v. *Board of Education of Huron,* 62 Fed. Rep. 778. The extent of power of a city is a matter of law and persons dealing with it or purchasing its securities are charged with knowledge of the limitations upon its authority. For a discussion at length of the principles involved see article, "The Doctrine of the Federal Courts as to the Validity of Irregular Municipal Bonds," by Charles L. Dibble, 4 MICH. LAW REV. 497.

MUNICIPAL CORPORATIONS—ESTOPPEL BY RECITALS IN BONDS.—In an action upon certain municipal bonds designated "sewer improvement bonds," *held,* that the city was estopped by certain recitals therein to set up the defense that funds were not provided to meet the requirement. *City of Superior* v. *Marble Sav. Bank of Rutland, Vt.* (1906), — C. C. A. (7th Circ.) —, 148 Fed. Rep. 7.

This case is interesting to note in connection with the decision of the same court in *Bank* v. *Superior* commented upon in the preceding note. The bonds in suit in both cases were issued by the same city under quite similar